



Company No: 11567414

# Mutual Exchange Policy

Registered Provider No: 5094  
Version 3.0 – January 2026

## Simply Affordable Homes RP (SAH) Limited

### MUTUAL EXCHANGE POLICY

#### 1. Introduction

- 1.1. We recognise that residents move for many reasons, such as their current home being too large or too small or wanting to move to a new location. A mutual exchange (MEX) works as an alternative for residents to access homes outside of the normal allocation process.
- 1.2. This policy may refer to 'We' which in this case is referring to 'Simply Affordable Homes RP Limited' (SAH) and its Property Managers, throughout this Policy.
- 1.3. This policy sets out our approach to granting MEXs to promote choice and mobility for customers and make best use of our stock in meeting housing need.
- 1.4. We promote MEXs as an alternative for customers to move home and encourage those who wish to MEX to register with services that facilitate this, including online websites and groups.
- 1.5. We will subscribe to an internet-based MEX service which allows customers to register their interest in a MEX and find suitable exchange properties. This will be advertised on our website and through resident publications. We will provide reasonable support to residents who do not have access to the internet, including through advice and signposting.
- 1.6. Additionally, we understand the moving home can be an emotive process and there may be barriers that are looking to be overcome as part of the MEX application process. We aim to be understanding and provide support and advice where we can.

#### Key terms and definitions

- 1.7. A **mutual exchange** is where two or more social housing customers swap homes by exchanging tenancies with each other. Mutual exchanges can take place between customers of the same or different landlords but can only be carried out where both landlords give written consent to the exchange. Customers take on the full rights and obligations of their 'new' tenancy, including the rent. Not all customers are eligible for mutual exchange and there are certain circumstances in which a landlord may refuse an exchange.

- 1.8. Assignment is the transfer of a tenancy from one person to another. When a tenancy is assigned, the rights and responsibilities of the tenancy are transferred from the original customer to the new customer. If a tenancy is assigned during a mutual exchange, the customers take on each other's tenancies.
- 1.9. Surrender and re-grant is another method of exchanging tenancies, where both customers surrender their current tenancies and are awarded new tenancies, not necessarily on the same conditions.

## **2. Our approach**

- 2.1. We will consider applications for mutual exchange between our customers or with customers in housing with another social housing provider. Exchanges can be two way or may involve multiple swaps in a chain. There are no limits to the number of times a customer may exchange, and customers can apply to exchange again at any time after swapping homes.
- 2.2. All prospective customers via the mutual exchange process will be subject to the same verification checks as other new customers.
- 2.3. We advise our customers they must not give or receive money or any other incentive as part of an exchange and that we can take possession action if they do so.
- 2.4. We do not pay an incentive for downsizing for those exchanging to a smaller home or provide a removal expenses allowance.

### **Who can exchange – qualifying customers**

- 2.5. Customers qualify for mutual exchanges if their tenancy gives them a statutory or contractual right to exchange. The right to assign a tenancy is given to secure tenants (customers) by statute and to assured tenants by contract, but only for the purposes of an exchange. This includes customers on an:
  - Assured tenancy
  - Secure tenancy
  - Assured shorthold fixed term tenancy of two years or more (social or affordable rent)
- 2.6. Customers on the above tenancies have a statutory or contractual right to exchange with another secure or assured tenant (customer) whose landlord is:

- A local authority
- A registered provider of social housing (Private Registered Provider)

### **Who cannot exchange – non-qualifying customers**

2.7. Customers will not qualify for a mutual exchange if they do not have a statutory or contractual right to exchange. This includes tenants on a:

- Starter tenancy
- Intermediate market rent tenancy
- Periodic assured shorthold tenancy
- Fixed term assured shorthold tenancy where the initial fixed term was less than two years
- Tenancy within a demoted tenancy period
- Licence agreement

2.8. In addition to above, market rent customers, shared owners, leaseholders or freeholders are not eligible for mutual exchange.

### **Grounds for withholding our consent to an exchange**

2.9. Written consent must be provided by both landlords for an exchange to be completed.

2.10. We may rely on any of the statutory grounds stated in schedule 3 of the Housing Act 1985 to refuse an exchange for customers that hold a periodic secure tenancy. Where our customer holds secure tenancy, we will usually make it a condition of granting permission for the exchange that any arrears are paid before the exchange takes place. Under certain circumstances, such as where there may be domestic abuse, we may agree that arrears can be repaid after the exchange has taken place. This will be considered on a case-by-case basis.

2.11. We may rely on any of the statutory grounds stated in schedule 14 of the Localism Act 2011 to refuse an exchange in cases where either customer holds an assured tenancy or an assured shorthold fixed term tenancy of two years or more (social or affordable rent).

2.12. We may withhold consent where the property has been substantially adapted for occupation by a physically disabled person and, if the exchange were made, no such person would be in occupation (Housing Act 1985 Sch 3 Ground 7 / Localism Act 2011 Sch 14 Ground 11).

- 2.13. We will refuse any exchange that would result in our property becoming under-occupied or over-occupied by more than one bedroom. We will not allow any overcrowding in one-bedroom properties. We will make it clear to customers who move into a property smaller than that required that they must be sure that the property is suitable for their family's long-term needs and that they should not expect to be able to transfer into a larger home in the foreseeable future, subject to any changes in circumstances.
- 2.14. We will refuse an exchange where we have reason to believe that any customer has offered or sought a financial incentive as a condition of the exchange.
- 2.15. We may refuse an exchange where doing so would breach a covenant or funding restriction (for example, accommodation provided through the Rough Sleepers Initiative), and only where an applicable statutory ground for refusal is satisfied.
- 2.16. Where there are significant safeguarding risks, we will liaise with relevant agencies and may defer or withhold consent only where a statutory ground applies and risks cannot be mitigated. Conditions may be imposed to manage identified risks proportionately.
- 2.17. We may rely on any other reasonable grounds to withhold our consent where allowing the exchange would put us in breach of any covenant, restriction or planning obligation. This would apply in cases where the exchange would conflict with any relevant planning restrictions or the purpose for which the tenancy was initially granted. Examples are where:
- A local connection is required
  - The incoming customer must meet the necessary criteria by completion of a risk and needs assessment for age designated schemes
- 2.18. Customers must have specific support needs in order to meet the intended purpose of the housing.
- 2.19. Before deciding on whether to give or withhold consent, we will inspect the customer's property to check for any damage or breach of tenancy which could give grounds to refuse the application. We may grant consent on condition that any rent arrears are cleared, or any breach of tenancy is rectified. We will write to the tenant setting out the conditions.
- 2.20. If a customer is eligible to exchange, i.e. there is a statutory or contractual right to exchange and is unhappy with any decision made under this policy they have the right to ask for it to be reviewed. They can do this by emailing (or posting) their reasons within 10 working days of being informed of the decision. We will then review the case and respond in line with our complaints policy.

### **Method of exchange and tenancies granted during an exchange**

- 2.21. Mutual exchanges are carried out either by assignment or surrender and re-grant of tenancies.
- 2.22. This is determined by the tenancy that each of the exchange partners have. We will always advise our customers of the type of tenancy they will receive in the exchange when we approve their application.
- 2.23. We will grant customers that have held an assured or secure tenancy (also known as a protected lifetime tenancy) since April 1<sup>st</sup> 2012, a tenancy with no less security when they move to one of our properties. This will not apply if they choose to move to a property that is let at an affordable rent. In these cases, we will grant them an assured tenancy set at an affordable rent.
- 2.24. We may offer customers who, before the exchange, held a fixed term social or affordable rent assured shorthold tenancy and who are exchanging with one of our existing assured or secure customers (tenant), a full assured tenancy.
- 2.25. Where an exchange takes place between two assured shorthold fixed term customers, customers moving into our property will be assigned (with deed) a new assured shorthold tenancy.
- 2.26. Where an exchange takes place between an assured shorthold fixed term customer and an assured periodic or secure customer, the exchange will be by way of surrender and re-grant. This means that each customer will surrender their existing tenancy and be granted the new appropriate tenancy. In all other cases, the exchange will take place by way of assignment.
- 2.27. If one tenancy is not assigned, the other cannot be assigned.
- 2.28. The right to exchange by assignment can be enforced against the landlord by the customer. One landlord cannot enforce the right against another landlord. If the other landlord refuses to assign the tenancy without good reason, we have no direct recourse.

### **3. Review**

#### **Quality monitoring, feedback and reporting**

- 3.1. We will aim to seek feedback from our customers when they move out of their home, about the reasons for leaving and about the services we have provided during their tenancy.

- 3.2. We routinely inspect/test all mutual exchange properties, prior to the exchange taking place.
- 3.3. We will make contact with the new customer within the first 14 days of them moving in, to check that all services have been properly reconnected and that they are familiar with the location and operation of key features (such as stop taps, heating controls and consumer units) and to give them an opportunity to discuss any issues.
- 3.4. We will gather feedback from our new customers about their satisfaction with the property, typically within the first 3 months of their tenancy and through settling in visits.
- 3.5. We will regularly seek and review feedback and engage/consult our customers about the services we offer via various other methods and forums – which will also be used to help us to improve our standards, services and general offering.
- 3.6. We will undertake an annual program of customer satisfaction surveys, in line with the regulator’s Tenant Satisfaction Measures (TSM) and review all relevant customer complaints to identify any potential trends in service failures.
- 3.7. All of the above will help us continue to identify opportunities to improve the services we provide and to ensure we are getting value for money from our property managers and contractors.
- 3.8. We hold regular meetings with our property managers/key contractors to discuss performance in general and against KPI’s (key performance indicators), and operational performance summary reports are also produced and issued to senior management and our Board, on an at least quarterly basis.

#### **4. Key Legislation (but not limited to)**

##### **4.1.**

- Housing Act 1985 (including Schedule 3)
- Localism Act 2011 (including Schedule 14)
- Domestic Abuse Act 2021 (secure tenancies protections)
- Social Housing (Regulation) Act 2023
- Regulator of Social Housing – Consumer Standards (effective 1 April 2024), including the Tenancy Standard (1.4 Mutual exchange)
- Equality Act 2010 (Public Sector Equality Duty and reasonable adjustments)
- Gas Safety (Installation and Use) Regulations 1998
- Electrical safety in the social rented sector regulations (five-yearly EICR and PAT for landlord-provided appliances – in force for new tenancies from 1 November 2025,

existing tenancies by 1 May 2026)

## 5. Equality, Accessibility and Data Protection

- We will meet our duties under the Equality Act 2010, including the Public Sector Equality Duty, and will make reasonable adjustments where needed to ensure the mutual exchange process is accessible.
- We will ensure information is available in alternative formats and provide support to residents who may need assistance to engage with the process.
- We will process personal data in accordance with UK GDPR and the Data Protection Act 2018 and will only share information where we have a lawful basis to do so.

## 6. Policy review

- 6.1. We will check this policy annually and carry out a full review at least every two years, to reflect legislative, regulatory and best-practice changes and resident feedback.

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### Appendix 1 – Revision History

Date	Version	Comments / Changes
5/03/2024	1.0	Initial version
July 2024	2.0	CT Review
July 2025	2.0	Year one review
January 2026	3.0	Yearly review –legal alignment with current legislation and RSH consumer standards; clarifications and corrections.
January 2028		

### Appendix 2 – Responsibilities

#### Responsibilities

#### Our responsibilities

- We will subscribe to an internet-based mutual exchange service which allows customers to register their interest in a mutual exchange and find suitable exchange properties. We will publicise the availability of this service on our website and through resident publications.

- We will give notice of our decision to approve or decline an application to exchange within 42 calendar days of receiving a completed application. Reasons for not giving consent are set out in legislation, as is the 42-day requirement. Our decision will be given in writing and will state the reasons for withholding consent where an application is declined.
- We will ensure statutory safety checks are up to date before approving an exchange: annual Gas Safety check (CP12) and an Electrical Installation Condition Report (at least every five years, in line with the new social housing requirements), with any remedial works completed before the exchange proceeds.
- We will inspect the condition of the property to identify any repairs that may be needed and any damage or alterations that have been made. We notify both the outgoing and incoming customers of any repairs that they will be responsible for or that need to be carried out after the move takes place.
- We will maintain responsibility for any landlord repair obligations, and will complete any repairs that are our responsibility when they are reported to us, before the exchange takes place, unless the repairs can be carried out once the new customer has moved in.
- We will require the outgoing customer to repair any damage, neglect or alterations that they; their household or their visitors have made to the property and to complete any repairs that we consider to be their responsibility. These should be completed before the exchange.
- We may carry out repairs that are not our responsibility in exceptional circumstances – for example, where there is a health and safety risk – and will recharge the outgoing customer for all costs of the work carried out.
- Following a mutual exchange, we will continue to meet all of our repair and maintenance obligations for the property in line with the law and the tenancy agreement.

### Customers' responsibilities

- Customers are responsible for finding an exchange partner, and for making an application to us when they have found someone they want to exchange with.
- Incoming customers agree to accept the condition of the property they are exchanging to. They are responsible for carrying out their own inspection of the property prior to the exchange, and for making any agreements or arrangements regarding the condition of the property with the outgoing tenant.



- Following the exchange, incoming customers will assume responsibility for any damage or alterations made to the property by the outgoing customer and for all repairs that we consider to be the customer's responsibility that were not completed by the outgoing customer. This includes internal decoration, or minor repairs needed, cleaning and refuse disposal.
- Customers must not move until they have received written confirmation from each landlord and signed the necessary paperwork to complete the exchange. If customers move without our consent and without signing the required legal documents, we will treat the occupants as unauthorised occupiers and may seek possession of our property.
- Once an exchange has been approved, both customers must give us seven days' notice of the preferred exchange date to allow time to prepare the necessary document.
- Incoming and outgoing customers are responsible for taking meter readings and notifying energy suppliers of change of customer.
- Customers are responsible for providing instructions to the incoming customer for any appliances or services in the property.